

**Exhibit A**  
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**1. Service Overview**

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

The contractor will serve as a Hearing Coordination Centers (HCC) for the Newborn Hearing Screening Program (NHSP), in one (1) or two (2) of the five (5) Geographic Service Areas within the State of California. The contractor will

- Certify new California Children Services (CCS) approved hospitals and re-certify previously certified CCS approved hospitals at the end of the last certification period.
- Provide technical assistance and consultation to hospitals
- Track infant screening, re-screening, diagnostic and intervention services
- Assess service needs and provide referrals for families of infants with hearing loss
- Perform data collection, processing, and analysis
- Perform quality assurance activities

**2. Service Location**

The services shall be performed at applicable facilities within the [Geographic Service Area to be determined upon award of RFP].

**3. Service Hours**

The services shall be provided during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding national holidays. Staff hours of work shall be established to permit telephone calls to families outside these normal working hours as may be required to fulfill the HCC infant tracking and monitoring responsibilities. No variation from these conditions will be permitted unless approved by DHS in advance.

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>Department of Health Services</b>	<b>Contractor</b>
Juliana Robertson Telephone: (916) 327-3077 Fax: (916) 322-8798 E-mail: <a href="mailto:jroberts@dhs.ca.gov">jroberts@dhs.ca.gov</a>	[Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX

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B. Direct all inquiries to:

<b>Department of Health Services</b>	<b>Contractor</b>
Children's Medical Services Attention: Juliana Robertson Mail Station Code 8104 1515 K Street, Room 400 P.O. Box Number 997413 Sacramento, CA 95899-7413  Telephone: (916) 327-3077 Fax: (916) 322-8798 E-mail: <a href="mailto:jroberts@dhs.ca.gov">jroberts@dhs.ca.gov</a>	Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code  Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXXXX

**5. Allowable Informal Scope of Work Changes**

**Informal SOW changes are not allowed in an agreement awarded via a competitive IFB or RFP.**

**6. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

A. This provision replaces and supersedes provision 5 of Exhibit D(F).

B. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph B(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

- 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
- 2) The State may identify the information needed to fulfill this requirement.
- 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
  - a. A local governmental entity or the federal government,
  - b. A State college or university from any State,
  - c. A Joint Powers Authority,
  - d. An auxiliary organization of a California State University or a California Community college,
  - e. A foundation organized to support the Board of Governors of the California Community Colleges,
  - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

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- g. Entities of any type that will provide subvention aid or direct services to the public.
    - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>,
    - i. Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes),
    - j. Entities whose name and budgeted costs have been submitted to DHS in response to a competitive Invitation for Bid or Request for Proposal.
  - 4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- C. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph B(3) herein, DHS shall:
    - a. Obtain approval from the Department of General Services to use said subcontracts, or
    - b. If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
    - c. Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
  - 2) When the conditions of C(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B(3) herein, shall not commence work before DHS has obtained applicable prior approval to use said subcontractor. DHS shall inform the Contractor when DHS has obtained appropriate approval to use said subcontractors.
- D. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- 1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- E. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- F. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.

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- G. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- H. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- I. When entering into a consulting service agreement with DHS, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
  - 1) Budget detail format and submission requirements will be determined by DHS.
  - 2) Methods of including budget detail in this agreement, if applicable, will be determined by DHS.
  - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- J. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- K. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- L. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- M. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the applicable numbered provisions of this exhibit.

**7. State Approval of Program Staff**

The Contractor shall notify the Contract Manager in writing immediately and negotiate any proposed change of the Project Director, or qualifications of program staff that affect the Contractor's ability to complete the SOW. The Contract Manager reserves the right to approve or disapprove any proposed Project Director or other program staff designated by the Contractor. Continued designation of a disapproved staff member may constitute grounds for termination of the Agreement or reduction of the Agreement amount by the amount of the disapproved staff's salary, at the option of the Contract Manager.

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**8. Reporting Requirements**

- A. The reports required under Section I., Activity VIX and J., Contractor Performance, shall fulfill the Progress Report requirements of this contract.
- B. If Contractor fails to submit a satisfactory report by the specified date, subsequent invoices may be withheld for payment by the Contract Manager until a satisfactory report is received.

**9. A detailed description of the services are on the following pages.**

**A. Activity I – All California Children’s Services-approved hospitals with licensed perinatal services and/or CCS-approved NICUs shall be certified as Inpatient Infant Hearing Screening Providers.**

- 1) Contractor shall assess, with appropriate hospital personnel, including at a minimum the nursery director, nursery staff, audiology staff, and administrative staff, the hospital’s initial training needs. This shall provide the basis for the consultation and technical assistance and training that the Contractor provides to the hospital staff.
- 2) Contractor shall provide consultation and technical assistance and training to hospitals within the contractor’s geographic service area, which shall include, but not be limited to:
  - a) Assistance in introducing the NHSP to hospital physician and administrative staff.
  - b) Assistance in setting up a protocol to ensure that all infants are offered hearing screening prior to discharge from the hospital.
  - c) Assistance in developing the hospital’s NHSP policy and procedure.
  - d) Guidance in implementing the data collection and submission requirements.
  - e) General information regarding current newborn hearing screening equipment.
  - f) Assistance in the use of a screening competency checklist for screening personnel.
  - g) Guidance in training hospital staff on how to effectively explain screening results to parents.
  - h) Guidance in introducing the NHSP to Primary Care Providers (PCP), prospective parents, and new parents.
  - i) Assistance in identifying current and potential Outpatient Infant Hearing Screening Providers, including referring these providers to DHS for program information and application assistance.
  - j) Dissemination of claiming procedures for reimbursement for hearing screening services provided to state funded newborns; referral to appropriate state personnel for assistance as required.

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- 3) Contractor shall perform a site visit to verify the hospital's compliance with DHS' Inpatient Infant Hearing Screening Provider Standards and all related requirements prior to certification of the hospital as an Inpatient Infant Hearing Screening Provider. The initial term for hospital certification is two (2) years.
- 4) As DHS' designee, the Contractor shall certify all CCS-approved hospitals in the specified geographic service areas with licensed perinatal services and/or CCS-approved NICUs that have not been certified at the beginning of the contract term to perform inpatient infant hearing screening.
  - a) The certification shall be based, using the tool entitled the California Newborn Hearing Screening Program Requirements for Inpatient Infant Hearing Screening Provider Certification (See Appendix 2), on the hospital meeting the Inpatient Infant Hearing Screening Provider Standards (See Appendix 3) and related policies, procedures and protocols developed by DHS.
  - b) Contractor shall review and approve the content of parent/family educational materials if hospitals elect to develop and use their own materials in lieu of DHS developed materials. This process is to assure that the materials convey the same information as that contained in the DHS developed materials.
  - c) Hospital certification site visits performed independently by the Contractor requires DHS prior approval.
- 5) The Contractor, in a format specified by DHS, shall notify DHS within ten (10) working days of a hospital's certification as an Inpatient Hearing Screening Provider.

**B. Activity II – All Inpatient Infant Hearing Screening Providers shall be re-certified at the conclusion of the previously approved certification period.**

- 1) As DHS' designee, the Contractor shall re-certify all Inpatient Infant Hearing Screening Providers within its geographic service area commencing no more than two (2) years after a hospital's initial certification and/or at the conclusion of the previously approved re-certification period.
- 2) The re-certification shall be based on documentation and a site visit to verify ongoing compliance with the Inpatient Infant Hearing Screening Provider Standards; the hospital's approved policies, protocols and procedures; and an assessment of quality indicators established by DHS. These indicators shall include, but may not be limited to:
  - a) Hospital screening and refer rates;
  - b) Completeness of data collection, including required reports, logs and documentation in the medical record;
  - c) Timeliness of data submission; and,
  - d) Medical and nursing staff education regarding newborn hearing screening.

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- 3) The period of re-certification shall be based on criteria established or approved by DHS and shall not exceed five (5) years. Unless otherwise directed, final re-certification findings, including the period of re-certification and, if applicable, a corrective action plan, shall only be communicated to the hospital after review and approval by DHS.
- 4) The re-certification procedure shall be completed no later than ninety (90) days after the end of the current certification period.

**C. Activity III – All certified hospitals shall comply with the Inpatient Infant Hearing Screening Provider Standards.**

- 1) Contractor shall assess, with appropriate hospital personnel, including at a minimum the nursery director, nursery staff, audiology staff, and administrative staff, the hospital's ongoing training needs. This shall provide the basis for the consultation and technical assistance that the Contractor provides to the hospital staff.
- 2) Contractor shall perform the following quality monitoring activities to assure that certified hospitals continue to comply with Inpatient Infant Hearing Screening Provider Standards.
  - a) Contractor shall monitor individual hospital newborn hearing screening data, no less than quarterly, to verify that the hospital program is meeting the parameters identified in the Inpatient Infant Hearing Screening Provider Standards.
  - b) Contractor shall verify that a hospital has a methodology in place to address variations outside the parameters outlined in the Inpatient Infant Hearing Screening Provider Standards.
  - c) Contractor shall hold two (2) meetings per year with all of the directors of the certified Inpatient Infant Hearing Screening providers within each geographic service area in order to review service delivery and quality improvement issues and to provide other current information relevant to the objectives and operation of the screening program. Prior DHS approval is required if the meeting format is other than a face-to-face meeting and if the meeting frequency will vary from two (2) per year.
  - d) Contractor shall document and report non-compliance by NHSP inpatient providers with established standards and guidelines in writing to DHS within ten (10) days of the non-compliance determination. If the reported non-compliance requires intervention by DHS, the Contractor shall assist DHS in the investigation and documentation of information relevant to the matter and in any corrective action that may be required.
- 3) Contractor shall provide timely and appropriate consultation and technical assistance in support of Inpatient Infant Hearing Screening Providers in the designated geographic service area, including in, but not limited to, the following circumstances:
  - a) Hospital performance is outside the parameters outlined in the Inpatient Infant Hearing Screening Provider Standards or does not meet other criteria referenced in the standards.
  - b) The hospital well baby nursery screening rate is below 95 percent.
  - c) The CCS-approved NICU screening rate is consistently below 100 percent.

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- d) The hospital refer rate exceeds the parameters specified in the Inpatient Infant Hearing Screening Provider Standards.

**D. Activity IV – Parents and providers shall receive appropriate information regarding the California NHSP and community resources.**

- 1) Contractor shall support the dissemination of the following DHS produced educational materials to hospitals, professional staff, and community providers within its geographic service area.
  - a) Educational materials for use by pregnant women and the families of newborn infants;
  - b) Educational materials for primary care providers.
- 2) Contractor, under the direction of DHS, shall work with DHS to provide informational programs to hospital personnel and professional staff within its geographic service area regarding the NHSP and community resources.
- 3) Contractor shall develop and/or provide informational packets approved or produced by DHS on hearing loss, communication options, and support resources to all families when hearing loss in an infant is confirmed and when that information has not already been provided to them by the diagnostic provider.
- 4) Contractor shall develop and maintain a data base/directory, in a format specified or approved by DHS, of community resources available to children with hearing loss and their families within the Contractor's geographic service areas. Updates to the database shall be forwarded to the DHS quarterly and upon request.
- 5) Contractor shall provide community resource information and referral information to providers and families upon request.
- 6) Contractor shall participate in other community and public relations activities as requested by DHS.
- 7) Contractor shall refer providers interested in becoming outpatient infant hearing screening providers to DHS for program information and application assistance.

**E. Activity V– All infants with hearing loss will be identified by three months of age and receive intervention services by six months of age.**

- 1) All tracking and monitoring activities performed by the Contractor, including, but not limited to, provider and family contacts and correspondence, shall be conducted in accordance with the most current and complete revision/update of the California Newborn Hearing Screening Program Hearing Coordination Center Tracking and Monitoring Procedures Manual ([Appendix 10](#)). To the extent applicable, the tracking and monitoring procedures specified below are superceded by the corresponding procedures specified in the most current and complete revision/update of the Tracking and Monitoring Procedure Manual.



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- 2) Contractor shall receive patient specific information and results from certified Inpatient Infant Hearing Screening Providers.
  - a) Contractor shall receive and document reports from certified Inpatient Infant Hearing Screening Providers on all newborns and infants who did not pass the inpatient screen or who were discharged prior to receiving an inpatient screen, utilizing the Newborn Hearing Screening Inpatient Reporting Form and either the Infant Record Face Sheet from the hospital chart or the Infant Record Information Form, if requested data is not on the Inpatient Reporting Form. Contractor may also receive and compile data from hospital birth screening logs to verify accurate reporting of infants who did not pass the screening, waived or missed screening or who were transferred to another facility without screening. Contractor shall communicate with the reporting Inpatient Infant Hearing Screening Provider as may be required to clarify and correct erroneous or incomplete reports.
  - b) Contractor shall contact the hospital if no outpatient screen appointment has been scheduled for an infant from the well-baby nursery or if no diagnostic evaluation appointment has been scheduled for an infant from the NICU.
- 3) Contractor shall receive patient-specific information and results from certified Outpatient Infant Hearing Screening Providers and, as may be required to verify screening follow up on infants being tracked by the Contractor, from non-certified outpatient screening providers. Receipt of patient-specific information and results from certified Outpatient Infant Hearing Screening Providers shall include infants who did not receive a hearing screen from a certified Inpatient Infant Hearing Screening Provider.
  - a) Contractor shall receive and document reports from certified Outpatient Infant Hearing Screening Providers and, as may be required to verify screening follow up on infants being tracked by the Contractor, from non-certified outpatient screening providers, utilizing the Outpatient Screening Reporting Form. Contractor shall communicate with the reporting provider to clarify and correct erroneous or incomplete reports or, when indicated by other sources of infant follow up information, to elicit reports not previously submitted to the Contractor.
  - b) Contractor shall notify the PCP and the family of the refer results of the outpatient screen and any recommended follow-up, in writing, within seven (7) calendar days of the receipt of the results. The written notification shall conform to minimum content instructions provided by DHS and shall be modified as necessary to address the circumstances of the family.
  - c) Contractor shall notify the PCP of the pass results of the outpatient screen for infants under the PCP's care in writing either by individual letter or by monthly batched letters or report.
  - d) If no results are received within fourteen (14) calendar days after a known appointment date, Contractor shall contact the outpatient screening provider and request the provider submit the results of the outpatient screen, utilizing the Outpatient Screening Reporting Form.

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- e) If the family has not presented for two (2) scheduled outpatient screening appointments or the provider has made three (3) unsuccessful attempts to contact the family, Contractor shall contact the family directly by telephone within seven (7) calendar days of receipt of this information to schedule the outpatient screening appointment. If the family cannot be contacted by telephone within (7) calendar days, Contractor shall send a notification letter to the PCP and the family indicating that screening services are required, the family has not responded to contact efforts, and that a referral shall be made to the Child Health and Disability Prevention (CHDP) program. The letter shall be mailed within two (2) working days of the conclusion of telephone contact attempts.
- f) Concurrent with the mailing of the notification letter to the PCP and family, Contractor shall make a referral, in writing, to the local CHDP program.
- g) Contractor shall contact the CHDP program regarding the results of the CHDP follow-up efforts if no response is received within thirty (30) calendar days of the referral (See Appendix 6, CHDP Program Letter Number 99-11).
- h) On a monthly basis, Contractor shall identify infants who are two (2) months of age or older for whom outpatient screening results have not been received and shall:
  - i. Contact the outpatient screening provider and request the provider submit the results of the outpatient screen.
  - ii. If the family has not presented for two (2) scheduled outpatient screening appointments or the provider has made three (3) unsuccessful attempts to contact the family and the family has already been referred to CHDP for assistance in obtaining the outpatient screen, the Contractor shall close the case and send written notification to the family and PCP.
- 4) Contractor shall receive patient specific information and results on all infants referred for diagnostic hearing evaluations through the NHSP, and all infants under one year of age who are identified with a hearing loss by a CCS approved Communication Disorder Center.
  - a) Contractor shall receive and document results from diagnostic audiology providers on all infants referred through the NHSP and all infants under one year of age identified by a CCS approved Communication Disorder Center with a hearing loss, utilizing the Diagnostic Evaluation Reporting Form. Contractor shall communicate with the audiology provider or Communication Disorder Center to clarify and correct erroneous or incomplete reports or, when indicated by other sources of infant follow up information, to elicit infant diagnostic information and reports not previously submitted to the Contractor.
  - b) Contractor shall notify the PCP and the family of the results of the diagnostic evaluation and any recommended follow-up, in writing, within fourteen (14) calendar days of the receipt of the results.
  - c) If no results are received within fourteen (14) calendar days after a known appointment date, Contractor shall contact the diagnostic audiology provider and request the provider submit the results of the diagnostic evaluation, utilizing the Diagnostic Evaluation Reporting Form.

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- d) If the family has not presented for two (2) scheduled diagnostic evaluation appointments or the provider has made three (3) unsuccessful attempts to contact the family, Contractor shall contact the family directly by telephone within seven (7) calendar days of receipt of this information to schedule the diagnostic evaluation appointment. If the family cannot be contacted by telephone within (7) calendar days, Contractor shall send a notification letter to the PCP and the family indicating that diagnostic evaluation services are required, the family has not responded to contact efforts, and that a referral shall be made to the Child Health and Disability Prevention (CHDP) program. The letter shall be mailed within two (2) working days of the conclusion of telephone contact attempts.
- e) Concurrent with the mailing of the notification letter to the PCP and family, Contractor shall make a referral, in writing, to the local CHDP program.
- f) Contractor shall contact the CHDP program regarding the results of the CHDP follow-up efforts if no response is received within thirty (30) calendar days of the referral (See Appendix 6, CHDP Program Letter Number 99-11).
- g) On a monthly basis, Contractor shall identify infants who are three (3) months of age or older for whom diagnostic evaluation results are needed but have not been received and shall:
  - i. Contact the diagnostic audiology provider and request the provider submit the results of the diagnostic evaluation.
  - ii. If the family has not presented for two (2) scheduled diagnostic evaluation appointments or the provider has made three (3) unsuccessful attempts to contact the family and the family has already been referred to CHDP for assistance in obtaining the diagnostic evaluation, the Contractor shall close the case and send written notification to the family and PCP.
- 5) Contractor shall make direct contact with the families of infants identified with hearing loss in Contractor's geographic service area within seven (7) calendar days of receipt of the diagnostic evaluation results confirming the hearing loss.
  - a) Contractor shall confirm the child has been referred to the CCS and Early Start program. If no Early Start referral has been made, the Contractor shall provide information regarding how to contact the appropriate Early Start agency and advise the family that the Contractor will make a referral. If there has been no contact from the Early Start agency, the family shall be instructed to call the Early Start toll-free referral and information line for children diagnosed with a hearing loss. Where the status of entry into Early Start is unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm entry into Early Start. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which Early Start eligibility has been denied
  - b) Contractor shall refer the infant to the Early Start program within two (2) working days of contact with family if a referral was not already made.

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- c) Contractor shall provide an information packet on hearing loss, communication options, and support resources, including parent-to-parent support resources.
  - d) Contractor shall confirm there is linkage (the child has an established referral, appointment or is receiving services) with ongoing audiological services and discuss options for access to these services including, but not limited to, CCS, Medi-Cal, and other third party health care insurers.
  - e) Contractor shall verify the child's current PCP information.
  - f) Contractor shall refer the infant to the CCS program in the county in which the family resides within two (2) calendar days of contact with the family, if the referral was not made by the diagnostic audiological provider, for CCS program eligibility determination. The referral shall include the results of the diagnostic evaluation.
- 6) Contractor shall make direct contact with the families of all infants identified with hearing loss in Contractor's geographic service area two (2) months after receipt of the diagnostic evaluation results confirming the hearing loss.
- a) Contractor shall confirm that the family is linked with ongoing medical and audiological care for the hearing loss and has contacted other needed community services. Contractor shall make appropriate referrals, as needed, and shall remind the family of the availability of parent-to-parent support resources if not previously utilized.
  - b) Contractor shall determine if Early Start/early intervention services are available to the family by confirming that:
    - i. The child has been determined eligible for the Early Start program.
    - ii. A service coordinator has been assigned to the child/family.
    - iii. An Individualized Family Service Plan (IFSP) has been initiated.
    - iv. Early intervention services are being provided in relation to the child's hearing loss.
  - c) Where the status of eligibility for Early Start, assignment of a service coordinator, initiation of an IFSP or provision of early intervention services is unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm this information. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which these Early Start program functions have not been initiated. Contractor shall also document and report to designated DHS staff within thirty (30) calendar days all cases in which Early Start eligibility has been denied.
- 7) Contractor shall make direct contact with the families of all infants identified with hearing loss in Contractor's geographic service area six (6) months after receipt of the diagnostic evaluation report confirming the hearing loss.
- a) Contractor shall confirm that early intervention services are being provided in relation to the child's hearing loss. Where the status of the provision of early intervention services is

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unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm this information. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which early intervention services have not been initiated.

- b) Contractor shall confirm access to ongoing audiological services.
  - c) Contractor shall confirm access to needed community services.
  - d) Contractor shall provide referral information, as needed.
- 8) Contractor shall document any refusal of outpatient screening, diagnostic, treatment, or early intervention services by the parent or guardian.
- a) Contractor shall document the refusal in the infant record by including the following:
    - i. The name of the person receiving the refusal.
    - ii. The name of the parent or guardian giving the refusal.
    - iii. The date and time of the refusal, when known.
    - iv. The means by which the refusal was communicated (e.g., letter received from the parents, telephone communication).
  - b) If the refusal is for outpatient screening, diagnostic services, general treatment or early intervention services (not refusal of a specific early intervention service or treatment modality), Contractor shall send correspondence to the parent or guardian acknowledging the refusal and request that the family contact the HCC or the infant's PCP if assistance is desired at a future time. This information shall also include a description of developmental milestones and the signs of hearing loss in an infant or child.
  - c) If the refusal is for outpatient screening, diagnostic services, general treatment or early intervention services (not refusal of a specific early intervention service or treatment modality), Contractor shall send correspondence to the infant's PCP, if known, which shall include notice that the HCC shall close this case and take no further action unless additional test results are received or assistance is requested by the parent or guardian.
- 9) Unless replaced by an automated data management system provided by DHS, Contractor shall use standard office software applications (e.g., Microsoft Access, Excel, and Word) and manual procedures to record all infant information and all required tracking and follow-up contacts and activities, as specified by DHS.
- a) If DHS provides an automated data management system to support infant reporting, tracking and follow-up activities, Contractor shall cooperate in the timely and accurate transition of all applicable activities and data to the new system in accordance with the DHS policies and instructions.

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**F. Activity VI – All infants will receive coordinated services for the evaluation and management of hearing loss.**

- 1) Contractor shall make referrals to the local CCS program for those infants with confirmed hearing loss when the referral is not made by diagnostic audiology providers.
- 2) Contractor shall forward results of outpatient screening and diagnostic evaluation to the infant's PCP.
- 3) Contractor shall refer an infant diagnosed with a confirmed hearing loss to the Early Start program in accordance with DHS referral policies when a referral is not made by the diagnostic audiology provider.
- 4) Contractor shall identify audiologic and medical services providers for children diagnosed with a confirmed hearing loss who are determined not eligible for CCS. Contractor shall assist the family by providing information on accessing these services.
- 5) Contractor shall forward data and information to the corresponding HCC when an infant moves to another geographic service area. The Contractor receiving the information from another HCC shall be responsible for any additional tracking, monitoring, or coordination activities for an infant moving into the geographic service area.
- 6) Contractor shall build working relationships with the local CCS, CHDP and Early Start programs through telephone and written communications, on site orientation and training visits and other activities to ensure the delivery of appropriate services to families.

**G. Activity VII - Certified Outpatient Infant Hearing Screening Provider and CCS-Approved Communication Disorder Center performance issues shall be reported to DHS.**

- 1) If while fulfilling the activities of the scope of work, the Contractor becomes aware of non-compliance with DHS program policies, standards and guidelines by NHSP outpatient infant hearing screening providers and CCS-approved Communication Disorder Centers, Contractor shall document and report the non-compliance in writing to DHS within ten days of identification.
- 2) If the reported non-compliance requires intervention by DHS, the Contractor shall assist DHS in the investigation and documentation of information relevant to the matter reported.
- 3) Contractor may provide technical assistance and consultation to outpatient infant hearing screening providers and CCS-approved Communication Disorder Centers with prior DHS approval.

**H. Activity VIII - Parents and providers shall have information to appropriately access needed services.**

- 1) Contractor shall serve, upon request from PCPs and families, as a resource for:
  - a) Information on the current recommendations on hearing screening services, diagnostic and treatment services, and early intervention.

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- b) NHSP informational materials, published peer reviewed articles, and current practice recommendations related to newborn hearing screening, diagnosis and treatment of hearing loss and early intervention.

**I. Activity VIX – Data shall be collected and reported in order to effectively monitor and evaluate program services.**

- 1) Contractor shall be responsible for reporting summary data on the newborns and infants receiving hearing screening services in its geographic service area using the methodology specified or provided by DHS. The Contractor shall collect data from in-patient and outpatient screening and diagnostic providers. Contractor shall use this data to monitor program activities, track follow-up appointments, monitor quality indicators, and coordinate care for infants and families in need of assistance in accessing services.
- 2) Contractor shall be responsible for the following duties and responsibilities:
  - a) Collect and process patient specific data from inpatient screening providers in a format specified by DHS.
  - b) Collect and process patient specific data from outpatient screening and diagnostic providers in a format specified by DHS.
  - c) Provide DHS with a report including, but not limited to, the following information on a quarterly basis that contains data from the reporting period and fiscal-year-to date for the Contractor's geographic service area. The report shall be submitted within forty-five (45) days of the end of the quarter and shall include:
    - i. Total number of live births in each certified hospital.
    - ii. Total number of NICU discharges (including infants transferred out) in each certified hospital (if applicable).
    - iii. Number and percent of infants in the Well-Baby Nursery screened before discharge, for each certified hospital.
    - iv. Number and percent of infants discharged (including infants transferred out) from a NICU who were screened prior to discharge, for each certified hospital (if applicable).
    - v. Number and percent of infants from the Well-Baby Nursery who waived screening prior to discharge, for each certified hospital.
    - vi. Number and percent of infants discharged from a NICU who waived screening prior to discharge, for each certified hospital (if applicable).
    - vii. Number and percent of infants from the Well-Baby Nursery who needed screening but did not receive it prior to discharge, for each certified hospital.
    - viii. Number and percent of infants discharged from the NICU who needed screening but did not receive it prior to discharge, for each certified hospital (if applicable).

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- ix. Number and percent of screened infants from the Well-Baby Nursery who did not pass the inpatient screening, for each certified hospital.
- x. Number and percent of screened infants from the NICU who did not pass the inpatient screening, for each certified hospital (if applicable).
- xi. Number and percent of screened infants from the Well Baby Nursery who had confirmed hearing loss.
- xii. Number and percent of screened infants from the NICU who had confirmed hearing loss.
- xiii. Number and percent of screened infants from the Well Baby Nursery with hearing loss confirmed by three (3) months of age.
- xiv. Number and percent of screened infants from the NICU with hearing loss confirmed by three (3) months of age.
- xv. Number and percent of infants with confirmed hearing loss who have had an IFSP initiated.
- xvi. Number and percent of infants with confirmed hearing loss who have had an IFSP initiated by six (6) months of age.
- xvii. Number and percent of screened infants who were lost to follow-up.
- d) Provide specific data reports on an annual basis as outlined in I. 2) c) above to DHS and the certified hospitals in the Contractor's geographic service area. There shall be reports specific to each hospital, as well as for the entire geographic service area.
- e) Submit ad hoc reports to the DHS in a format and timeframe to be specified by DHS, upon request.

**J. Contractor Performance**

- 1) Contractor shall communicate by E-mail to DHS the identification of problems impeding the timely delivery of screening, diagnostic, and intervention services to infants receiving services through the NHSP.
- 2) Contractor shall, in addition to the reports specified in Section I., Activity VIX, provide DHS with uniform information on its own activities and performance in the format specified by DHS.
  - a) Contractor shall provide, in a format specified by DHS, a quarterly report, due forty-five (45) days after the end of the quarter, to include:
    - i. The status of CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs birthing facilities in the geographic service area, which include:



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- a. The number and names of the facilities with which the Contractor has made site visits and has contacted and provided technical assistance and consultation, together with a narrative description summarizing the contact;
  - b. The number and names of the facilities that received site visits for certification or re-certification.
  - ii. A summary of the informational programs provided by HCC staff to organizations, agencies and providers.
  - iii. A summary of all contacts with state agencies, families, and other providers of services. The report shall summarize the nature of the contact, initiator, requests/concerns, and outcomes including any materials or information provided.
  - iv. Problems encountered with meeting contractual responsibilities involved with Section E., Activity V, of this Scope of Work. Included shall be the Contractor's strategies for resolving problems and actions taken. If there were no activities in this area, the report shall so state.
  - v. A summary of activities undertaken to provide assistance to the hospitals and the actions taken to assist the providers when hospital performance is outside the parameters identified in the Inpatient Infant Hearing Screening Provider Standards.
  - vi. A summary of identified noncompliance with the NHSP standards by certified Inpatient Infant Hearing Screening Providers including a description of the corrective action plan developed by the individual inpatient screening provider.
  - vii. A summary of the training needs of the CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs in the geographic service area and how the HCC met them.
  - viii. A summary of the meetings with the directors of the certified Inpatient Infant Hearing Screening programs in its geographic service area including the issues identified and addressed and potential solutions.
- 3) The Contractor shall adapt policies and procedures provided by DHS for the operation of the HCC in support of this Scope of Work.
- a) Contractor shall provide to DHS the adapted policies and procedures for approval within twelve (12) months from the implementation of the contract for the following activities:
    - i. Certification of CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs in the geographic service area.
    - ii. Re-certification of Inpatient Infant Hearing Screening Providers.
    - iii. Monitoring Inpatient Infant Hearing Screening Providers' compliance with the standards.
    - iv. Providing technical assistance and consultation.

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- v. Supporting DHS in disseminating information regarding NHSP and community resources.
  - vi. Tracking and monitoring activities.
  - vii. Working relationships with CCS, CHDP and Early Start programs.
  - viii. Forwarding information on infants whom have moved out of the Contractor's geographic service area.
  - ix. Provision of NHSP informational materials, published peer review articles, and current practice recommendations to families of children diagnosed with a hearing loss and to PCPs.
  - x. Collection, management, and reporting of data from inpatient and outpatient providers.
- b) If the approved policies and procedures are modified, the Contractor shall submit the proposed modified policies and procedures to DHS for approval within thirty (30) days of the proposed revision.
  - c) All approved policies and procedures must be reviewed annually by the Contractor for appropriate revisions to reflect actual practice. The annual revisions shall be due to DHS no later than sixty (60) days after the end of the fiscal year.
- 4) Contractor shall make available all documentation and materials associated with the certification of CCS-approved hospitals with licensed perinatal services or CCS approved NICUs in the geographic service area as inpatient screening providers upon the request of DHS.
  - 5) Contractor's HCC Director or their designee shall participate in meetings with DHS at least quarterly in Sacramento. The purpose of the meetings is to coordinate, collaborate, share information and further the goals and objectives of the NHSP. Changes in the frequency, location, and format of these meetings shall be determined by DHS. The Contractor shall also participate in NHSP Advisory Group meetings.
  - 6) Contractor shall participate in meetings with DHS at the Contractor's location or at another location designated by DHS or by telephone conference. Meeting frequency and location shall be at the discretion of DHS.
  - 7) Contractor shall notify DHS in writing of any changes in personnel. All proposed changes, including changes in staff hours and days of work, must be submitted in writing to DHS no less than thirty (30) days prior to implementation of the change. Unanticipated changes in personnel must be reported to the state within one business day.

**K. Telephone/Communication System**

- 1) Contractor shall be able to communicate effectively with individuals who have hearing loss or communication disorders in accordance with the Americans with Disabilities Act, Title III.

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- 2) Contractor shall utilize bilingual/bicultural personnel to the extent feasible and make translation services available to non-English speaking individuals/families in communications with the HCC.
- 3) Contractor shall disseminate the HCC's telephone and facsimile numbers to providers and programs within the Contractor's geographic service area. These providers shall include, but not be limited to, screening, diagnostic, treatment and early intervention service providers, and local CHDP and CCS programs. The Contractor shall include these numbers in the Center's communications including, but not limited to, letterhead, business cards, brochures, flyers, training materials and other materials developed and disseminated to families, programs and providers.

**L. Statewide Toll-Free Telephone System**

- 1) Contractor shall cooperate with DHS or its designee in the operation of the statewide toll-free telephone system that is funded outside the scope of this contract.
- 2) Contractor shall make information available to providers, families, and the general public regarding the features and information offered by the toll-free telephone system.
- 3) Contractor shall include the statewide toll-free telephone number in their communications including, but not limited to, letterhead, business cards, brochures, flyers, training materials and other materials developed and disseminated to families, programs, and providers.